

3/14/81, Deed from Affected Lot 1 in D. MUECK'S Residential
SP created by Plat Dec 307 7963 in CTS 844012-929687
909682-909684
1032762-1283493

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By this lease, made in triplicate the 5th day of July 1979,
between ~~PIONEER TRUST AND SAVINGS BANK~~ PIONEER BANK & TRUST COMPANY, as Trustee under Trust No. 8997,
hereinafter called "Landlord", and WALGREEN CO., an Illinois corporation,
hereinafter called "Tenant".

Landlord hereby leases to Tenant, and Tenant hereby rents from Landlord,
for the term commencing May 1, 1979, and continuing to and including April 30,
2009, subject to prior termination as hereinafter provided, the premises
located in the City of Mt. Prospect, State of Illinois, known as No.
Golf Road, which shall include the parcel of land, hereinafter called the
"leased premises" shown as outlined in green on the plan attached hereto and
marked Exhibit "A", hereinafter called "Exhibit 'A'", and all improvements,
appurtenances, easements and privileges belonging thereto, on which a building
is to be erected and completed by Tenant as hereinafter provided, said property
being located at the southwest corner of Golf Road and Elmhurst Road, and
legally described on Exhibit "B".

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THE TERMS, COVENANTS AND CONDITIONS OF SAID LETTING ARE AS FOLLOWS:

Rent

1. Tenant shall pay as rent for the leased premises, as follows:

(a) A fixed rent of \$3,000.00 per month, subject to adjustment under the provisions of Subsection 2 of Section (d) of Article 4, commencing either on the date Tenant opens its store for business in the leased premises, or as provided in Article 5, whichever is the earlier; said rent to be payable on the first day of each and every month in advance and to be properly apportioned for any period less than a full calendar month.

(b) If a sum equal to - -

5% of the cash receipts of sales, as hereinbelow defined,

made by Tenant in the operation of Tenant's store on the leased premises in any lease year, as defined in Section (a) of Article 2, shall exceed the total fixed monthly rents under Section (a) hereof for such lease year, then and in such event, and within 30 days after the end of such lease year, Tenant shall pay to Landlord the amount of such excess as additional rent. Within 30 days after the end of each lease year, Tenant shall furnish to Landlord a statement of the total amount of such cash receipts of sales for such lease year.

The term "cash receipts of sales" as used herein shall be taken and construed to mean the total amount of all receipts from sales of food, drinks, goods, wares and merchandise of every sort whatsoever (less returns and refunds), made by Tenant in the operation of Tenant's business on the leased premises. Cash

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receipts of sales shall not include receipts and commissions from the operation of telephones and public weighing scales therein, nor intercorporate and interstore or transfers, nor sales of government bonds, savings stamps and other government securities, postage stamps and ready-stamped postcards and envelopes, nor sales of government lottery tickets, nor sales at a discount to employees. Tenant shall also have the right to deduct and exclude from such cash receipts of sales a sum equal to any approximate amounts which may be paid by Tenant or which Tenant may add to or include in its selling prices of various articles by reason of any sales taxes, use taxes, retailers' occupation taxes, excise taxes at the retail level and the like, now or hereafter imposed and however entitled, and which are based upon the amounts of sales or the units of sales.

Tenant shall cause to be kept, in accordance with its customary accounting procedure, records of the cash receipts of sales made by Tenant in the operation of Tenant's business on the leased premises. Landlord/^{beneficiary(ies)} and Landlord's duly authorized representative, at reasonable times during business hours, shall have access to such records at the place where the same are kept, for the purpose of inspecting and auditing the same, provided that any such inspection and audit be made by Landlord/^{beneficiary(ies)} within six months after the expiration of any lease year. If Landlord/^{beneficiary(ies)} does not object in writing to any statement above mentioned within said six months, such statement shall be conclusively presumed to be correct, and thereafter Tenant shall not be required to preserve the records from which such statement was compiled. Landlord/^{beneficiary(ies)} agrees not to divulge to anyone the information obtained by Landlord/^{beneficiary(ies)} and Landlord's representative from such records or from the statements above mentioned, except to any mortgagee or prospective purchaser of the property and except as may be necessary for the enforcement of Landlord's/^{beneficiary(ies)} rights under this lease. Nothing herein contained, however, shall be deemed to confer upon Landlord/^{beneficiary(ies)} any interest in the business of Tenant in the leased premises.

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(c) Until further notice to Tenant, rent checks shall be payable to
and mailed to:

Salvatore DiMucci
285 W. Dundee Road
P. O. Box 97
Palatine, Illinois 60067

Term, Lease Year

2. (a) If the rent shall not have begun to accrue on the date above specified for the commencement of the term of this lease, then the term shall not commence until the date on which the rent begins to accrue and shall continue for 30 years thereafter; provided, however, that if such commencement date be other than the first day of the calendar month, then the term shall continue to and include the last day of the same calendar month of the 30th year thereafter. The first lease year shall commence on the date the fixed rent begins to accrue and, if such commencement be the first day of a calendar month, shall end 12 months thereafter, or, if such commencement be other than the first day of the calendar month, shall end on the last day of the same calendar month of the first year thereafter, and each succeeding lease year shall be each succeeding 12 months' period.

(b) Tenant shall have the right and option, at Tenant's election, to terminate this lease effective as of the last day of the 240th full calendar month of the term and effective as of the last day of the 300th full calendar month of the term. If Tenant shall elect to exercise such option, Tenant shall send notice thereof to Landlord, at least six months prior to the date this lease shall so terminate, but no notice shall be required to terminate this lease upon the expiration of the full term.

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Delivery of Possession

3. Landlord shall put Tenant into simultaneous exclusive physical possession of the leased premises on May 1, 1979, or as soon as possible thereafter and in any case not later than October 1, 1979. Landlord shall notify Tenant at least one month before such possession is to be delivered. Thereupon, Tenant shall have the right to proceed with the erection and completion as hereinafter set forth. If possession is not delivered by October 1, 1979, Tenant may cancel this lease.

Construction by Tenant

4. (a) Tenant shall erect and complete a new building on the leased premises which shall be a modern one-level structure, parking areas and other facilities in accordance with the following plans and specifications prepared by Tenant:

Such erection and completion by Tenant shall be done in a good and workmanlike manner, shall be done free and clear of liens for labor and material furnished Tenant and shall be done at Tenant's initial cost and expense.

In connection with the erection of such structure, Tenant shall have the right to extend a 4" water service line to the point indicated on Exhibit "A" to provide service to the leased premises.

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(b) All work to be performed by Tenant shall be in accordance with all rules, regulations, codes and ordinances of any local, municipal, state and federal authority having jurisdiction thereof.

(c) Tenant shall obtain from the authorities having jurisdiction thereof, all necessary approvals, licenses and permits required for the construction and use of the buildings on the leased premises, including the permits to connect Tenant's utilities to public services. All costs and expenses in connection with the foregoing shall be borne initially by Tenant, and shall be reimbursed by Landlord/^{beneficiary(ies)} pursuant to Section (d) below. Upon the condition and only in the event that Tenant fails to obtain such necessary approvals, licenses and permits within four months from the date of mutual execution of this lease, unless said period shall have been further extended by mutual agreement, Tenant shall have the right to cancel this lease, upon written notice to Landlord, at any time after the expiration of such four months' period, or any applicable extension thereof as the case may be, but not if such approvals, licenses and permits have been granted. In the event and upon the exercise by Tenant of the right of cancellation hereunder, this lease shall be terminated, and of no further force and effect and the parties relieved of all liability hereunder.

(d) (1) As soon as reasonably possible after such erection and completion, Tenant shall furnish to Landlord/^{beneficiary(ies)} a statement of cost and expenses thereof which may include architects and supervisory fees and expenses, and within thirty (30) days thereafter, Landlord/^{beneficiary(ies)} shall pay to Tenant a sum equal to the amount of such cost and expense, which payment shall be limited, however, to the sum of \$450,000.00. If such payment shall not be so made, Tenant shall have the right, and is hereby irrevocably authorized and directed to deduct the amount thereof, together with interest at the rate of 10% per annum, from the rent.

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(2) Commencing on the date of receipt of such payment or upon the date such payment is due, whichever is earlier, and continuing for the remainder of the term, the fixed monthly rent under Section (a) of Article 1 shall be increased by a sum equal to 1% of the amount paid by Landlord to Tenant under the provisions of Subsection (1) above.

Opening for Business

5. Tenant shall open its store for business in the leased premises within a reasonable time, but not later than six months after Landlord has delivered possession as above provided and building permit is issued by the appropriate governmental authority, subject to extension equal to any delays occasioned by strikes, casualties, governmental restrictions, priorities or allocations, inability to obtain materials or labor, denial of licenses to conduct its business, or other causes beyond Tenant's control; but Tenant shall have no liability for failure to open its store within said period, except that rent shall commence as of the date its store should have been opened, allowing for delays as herein provided.

Parking

6. (a) It is an express condition of this lease that at all times during the continuance of this lease, Tenant shall provide, maintain and repair, adequately, light when necessary during Tenant's business hours, clean, supervise and keep available the parking areas outlined in green on said Exhibit "A", and also sidewalks, curbs, roadways and other facilities appurtenant thereto.

(b) Tenant shall have the right to use the Parking Areas within the area outlined in red on Exhibit "A" and legally described on Exhibit "C". Tenant shall use its best efforts to cause its employees to park in the area outlined in yellow on said Exhibit "A".

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Warranty of Condition

7. Landlord^{(beneficiary(ies))} warrants that the leased premises are properly zoned to permit the use for a free standing restaurant with parking facilities, that all utility services, except the 4" water service line, to the extent required by Tenant are available to the leased premises and that there are no unusual conditions respecting the leased premises that would prevent or make unfeasible the construction and operation of the restaurant facility.

Utilities

8. Tenant shall pay, when due, all bills for sewer rents or sewer charges, water, gas and electricity used on the leased premises after date of Tenant's possession and until expiration of term. Unless otherwise specified by Tenant, the source of supply and vendor of each such commodity shall be the local public utility company or municipality commonly serving the area. Landlord warrants that all utilities are available to the leased premises for use by Tenant in capacity specified by Tenant.

Repairs and Maintenance

9. Subject to provisions of Article 14, Tenant shall, throughout the term of this lease, maintain the leased premises in good repair, including, without limitation, all appurtenances and all alterations, additions and improvements to same; make all repairs and replacements necessary to preserve the leased premises in good order, condition and repair, which repairs and replacements shall be equal in quality to the original work and promptly pay the cost and expense of such repairs and replacements.

Signs, Tenant's Fixtures

10. Tenant may install and operate interior and exterior electric and other signs, machinery and any other mechanical equipment, and in so doing shall comply with all lawful requirements. There shall be no signs on the roof of the leased premises without the written approval of both Landlord and Tenant. Tenant shall at all times have the right to remove all fixtures, machinery, equipment, appurtenances and other property furnished or installed

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by Tenant at Tenant's expense, it being expressly understood and agreed that said property shall not become part of the premises but shall at all times be and remain the personal property of Tenant and shall not be subject to any Landlord's lien. Tenant shall have the right, in connection with opening for business, to install Grand Opening decorations on the roof of the building and on light standards.

Alterations by Tenant

11. Tenant, at Tenant's cost and expense, may make alterations and additions. ^{beneficiary(ies)} Landlord/shall cooperate in securing necessary permits and authority. Tenant shall not permit any mechanics or other liens to stand against the property for work or material furnished Tenant.

Assignment and Subletting

12. Except as provided in Sections (a) and (b) hereof, Tenant's interest under this lease shall not be assigned, nor shall the leased premises be sublet, without the prior written consent of Landlord, which Landlord agrees not to unreasonably or arbitrarily withhold or refuse.

(a) Tenant's interest under this lease may, at any time and from time to time, be assigned and reassigned, provided that any such assignment or reassignment be only to a corporation which is subsidiary to or affiliated with Tenant, or to a corporation resulting from any consolidation, reorganization or merger to which Tenant, or any of its subsidiaries or affiliates, may be a party and engaged in the same business.

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(b) If at any time and from time to time, Tenant shall desire to discontinue the operation of its business in the leased premises. Tenant shall send notice of such effect to Landlord. Landlord shall have the right and option within six months from the receipt of said notice to cancel said lease at any time on thirty days notice to Tenant. If the lease shall not be so cancelled, Tenant may so discontinue. In such event, Tenant may sublet all or parts of the leased premises to any persons, firms or corporations, other than a corporation described in Section (a) hereof, for use as a restaurant, provided, however, that Tenant may not sublet as above provided for a term beyond the last day of the 240th full calendar month of the term of this lease without the prior written consent of Landlord, which Landlord agrees not to unreasonably or arbitrarily withhold or refuse. For the purposes of Section (b) of Article 1, the cash receipts of such subtenant shall be considered the cash receipts of Tenant.

Notwithstanding any assignment, reassignment or subletting as above provided, WALGREEN Co. shall not be released from liability under this lease.

Insurance -- Fire

12. (a) Tenant shall, at its sole cost and expense, cause to be placed in effect immediately upon commencement of the term of this lease, and shall maintain in full force and effect during said term fire and extended coverage insurance covering all improvements and structures on the leased premises on a full replacement cost basis (no deduction for depreciation).

(b) In case of damage to or destruction of the building located on the leased premises and said other improvements as a result of fire or other casualty, Tenant shall, with reasonable promptness, repair or restore the same to at least as good condition as before such damage or destruction occurred, or shall replace same with other building or improvements of a value not less

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than the insurable value immediately prior to such destruction or damage. Rent shall not abate during the period that the leased premises are being repaired or restored.

If such damage or destruction shall occur during the last two years of the term or during the last two years prior to any optional termination date under Section (b) of Article 2 and is to the extent of 25% or more of such building and improvements, then and in such events, Tenant shall have the right and option, at Tenant's election, to be exercised within two months after such happening, to terminate this lease and the term thereof effective as of the date on which such damage or destruction shall have occurred without any obligation to repair and restore same, provided that in such case the proceeds of any insurance shall be payable to landlord or to Landlord's mortgagee as may be appropriate.

Use

14. Tenant shall install in the leased premises and, subject to the provisions of Article 12, shall conduct therein a restaurant with the right to sell such items which may be sold in other restaurants of comparable character in Illinois.

Surrender

15. At the expiration or termination of this lease, Tenant shall surrender immediate possession of the leased premises in as good condition as when initially constructed by Tenant, reasonable wear and tear, changes and alterations, damage by fire, casualty and the elements. Any holding over by Tenant shall not operate, except by written agreement, to extend or renew this lease or to imply or create a new lease, but in such case, Landlord's rights shall be limited to either the immediate termination of Tenant's occupancy or the

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treatment of Tenant's occupancy as a month-to-month tenancy, any custom or law to the contrary notwithstanding. Tenant shall repair damage caused by the removal of Tenant's fixtures and equipment.

Default and Remedies

16. If any rent is due and remains unpaid for 10 days after receipt of notice from Landlord, or if Tenant breaches any of the other covenants of this lease and if such other breach continues for 30 days after receipt of notice from Landlord, Landlord shall then but not until then, have the right to sue for rent, or to terminate this lease and reenter said premises; but if Tenant shall pay said rent within said ten days, or in good faith within said 30 days, commence to correct such other breach, and diligently proceed therewith, then Tenant shall not be considered in default. No delay on the part of either party in enforcing any of the provisions of this lease shall be considered as a waiver thereof.

Title and Possession

17. (a) Landlord covenants, represents and warrants that Landlord has legal title to the entire property outlined in green on Exhibit "A" and the right to make this lease, that said entire property is now free and clear of all liens, encumbrances and restrictions, except:

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and that upon paying the rents and keeping the agreements of this lease on its part to be kept and performed, Tenant shall have peaceful and uninterrupted possession during the continuance of this lease. Landlord shall furnish Tenant satisfactory evidence of Landlord's title.

(b) If at the time of delivery of possession of the leased premises to Tenant, the entire property outlined in green on Exhibit "A", or any part thereof, is subject to any mortgage, deed of trust or other encumbrance in the nature of a mortgage, which is prior and superior to this lease, it is a further express condition hereof that Landlord shall thereupon furnish and deliver to Tenant, in form and substance acceptable to Tenant, an agreement executed by such mortgagee or trustee, either: (i) Making such mortgage, deed of trust or other encumbrance in the nature of a mortgage subject and subordinate to this lease and to the leasehold estate created hereby and to all of Tenant's rights hereunder, or (ii) Obligating any party acquiring title or right of possession under or by virtue of such mortgage, deed of trust or other encumbrance to be bound by this lease and by all of Tenant's rights hereunder, provided that Tenant is not then in continued default, after notice, in the payment of rents or otherwise under the terms of this lease.

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Taxes and Assessments

18. (a) Tenant shall pay when due and before delinquency, all taxes and assessments, general or special, and all other impositions, ordinary and extraordinary, which may be levied or charged against the land and improvements in the area outlined in green on Exhibit "A" during the continuance of this lease, provided, however, that the general taxes levied or assessed for the year during which this lease commences and expires or is terminated shall be prorated between Landlord and Tenant so that Tenant shall pay only such part thereof as the period of the term of this lease during such year bears to such entire year, and provided further, as to special taxes or assessments, that Tenant shall be obligated to pay only such installments thereof as shall become due after the commencement and prior to the date of expiration or termination of this lease. Within 60 days after payment of any such taxes, or as soon thereafter as receipted bills are available, Tenant shall furnish to Landlord photocopies of bills indicating such payments.

(b) Nothing herein contained shall be construed as requiring Tenant to pay any so-called income or profit taxes assessed upon or in respect to the income of Landlord or any income or profit taxes, corporation tax, franchise tax, capital stock tax or other taxes chargeable to or required to be paid by Landlord, nor shall anything in this lease contained be construed to require Tenant to pay any so-called inheritance, bequest, estate, succession or transfer tax growing out of any inheritance, devise, transfer or gift of the estate of Landlord or of any interest in the reversion of said parcel of land.

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Public Liability Insurance

19. Tenant agrees that it will, at all times during the term of this lease, carry and maintain bodily injury and property damage comprehensive public liability insurance with a combined single limit coverage of not less than \$1,000,000.00. Tenant shall furnish Landlord with certificates of such insurance policy or policies. Tenant shall name Landlord as an additional insured under all insurance policies required to be carried by Tenant herein. All such policies shall provide that the same may not be cancelled except upon ten (10) days' prior written notice to Landlord.

Indemnity and Waiver

20. Tenant, as a material part of the consideration to be rendered to Landlord, except for Landlord's intentional or negligent conduct, hereby waives all claims against Landlord for damages to goods, wares and merchandise in, upon or about the leased premises from any cause arising at any time, and Tenant will hold Landlord harmless from any damage or injury to any person or to the goods, wares and merchandise of any person arising from the use of the leased premises by or under Tenant or from the failure of Tenant to maintain the leased premises in the manner herein required.

Notices

21. All notices hereunder shall be in writing and sent by United States Registered Mail, postage prepaid, addressed, if to Landlord, to the place where rent checks are to be mailed, and if to Tenant, to 200 Wilmot Road, Deerfield, Illinois 60015, and a duplicate to the leased premises, provided that each party by like notice may designate any future or different addresses to which subsequent notices shall be sent.

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Miscellaneous

22. Captions of the several articles contained in this lease are for convenience only and do not constitute a part of this lease and do not limit, affect or construe the contents of such articles.

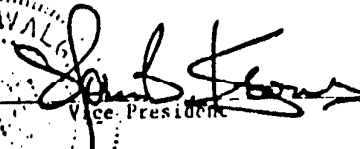
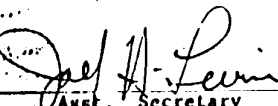
This instrument shall merge all undertakings between the parties hereto with respect to the leased premises and shall constitute the entire lease contract unless otherwise hereafter modified by both parties in writing. Tenant shall have the right to cancel this lease if satisfactory evidence of Landlord's title, together with the original or duplicate original lease, properly executed by both parties, shall not be received at 200 Wilmot Road, Deerfield, Illinois 60015, within ten days after submission to Landlord or Landlord's agent. This instrument shall also bind and benefit, as the case may require, the heirs, legal representatives, assigns and successors of the respective parties, and all covenants, conditions and agreements herein contained shall be construed as covenants running with the land.

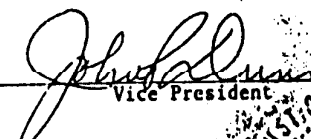

IN WITNESS WHEREOF, Landlord and Tenant have executed this lease, under seal, as of the day and year first above written.

The provisions appearing on the reverse side of this page are incorporated herein by reference and are hereby made a part of this document.

PIONEER BANK & TRUST COMPANY
PIONEER TRUST AND SAVINGS BANK
as Trustee aforesaid

WALGREEN CO.


Vice President
Attest:

Asst. Secretary


Vice President
Attest:

Asst. Secretary

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This lease is made by the lessor and accepted by the lessee upon the express understanding that the lessor enters into the same not personally but only as such Trustee, and that no personal liability is assumed by nor shall be asserted or enforced against the lessor because or on account of the making of this lease or of anything herein contained, all such liability, if any, being expressly waived by the lessee; nor shall the lessor be held personally liable upon or in consequence of any of the covenants of this lease, either expressed or implied.

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EXHIBIT "C"

Di Mucci's Resubdivision of Lots 3 through 7, both inclusive, in Juhnke's
Subdivision of part of the Northeast $\frac{1}{4}$ of Section 14, Township 41 North,
Range 11 East of the Third Principal Meridian, Cook County, Illinois.

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STATE OF FLORIDA)
COUNTY OF) SS:

I hereby certify that on this day before me, an officer authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared JOHN F. DUNNE and ILENE S. WERKIMER to me known to be the persons described in and who executed the foregoing instrument as Vice President and ASST SECRETARY respectively, of PIONEER BANK & TRUST COMPANY ~~PIONEER TRUST AND SAVINGS BANK~~, a Trustee under Trust No. 8997, and severally acknowledged before me that they executed the same as such officers in the name of and on behalf of said association and in the capacity therein stated.

Witness my hand and official seal in the County and State last aforesaid this 5TH day of July, 1979.

(SEAL)



Mildred S. Gordon
Notary Public

My commission expires 10-23-1982

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EXHIBIT "B"

Lot 1 in Di Mucci's Resubdivision of Lots 3 through 7 both inclusive,
in Juhnke's Subdivision of part of the Northeast $\frac{1}{4}$ of Section 14, Town-
ship 41 North, Range 11 East of the Third Principal Meridian, in Cook
County, Illinois.

Known as: SW Corner Golf Rd. & Elmhurst Rd., Mount Prospect, Illinois.

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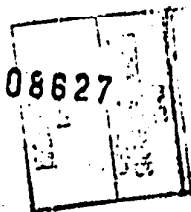
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Robert M Silverman
Watson Co.
Law Dept
200 Wilmette
Deerfield, IL 60015

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Sharon P. Olsen
REGISTRAR OF TITLES



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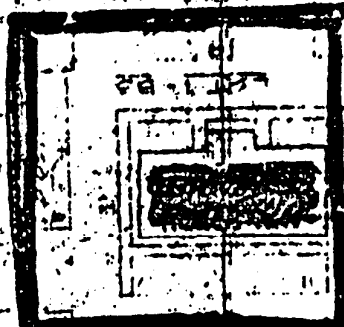
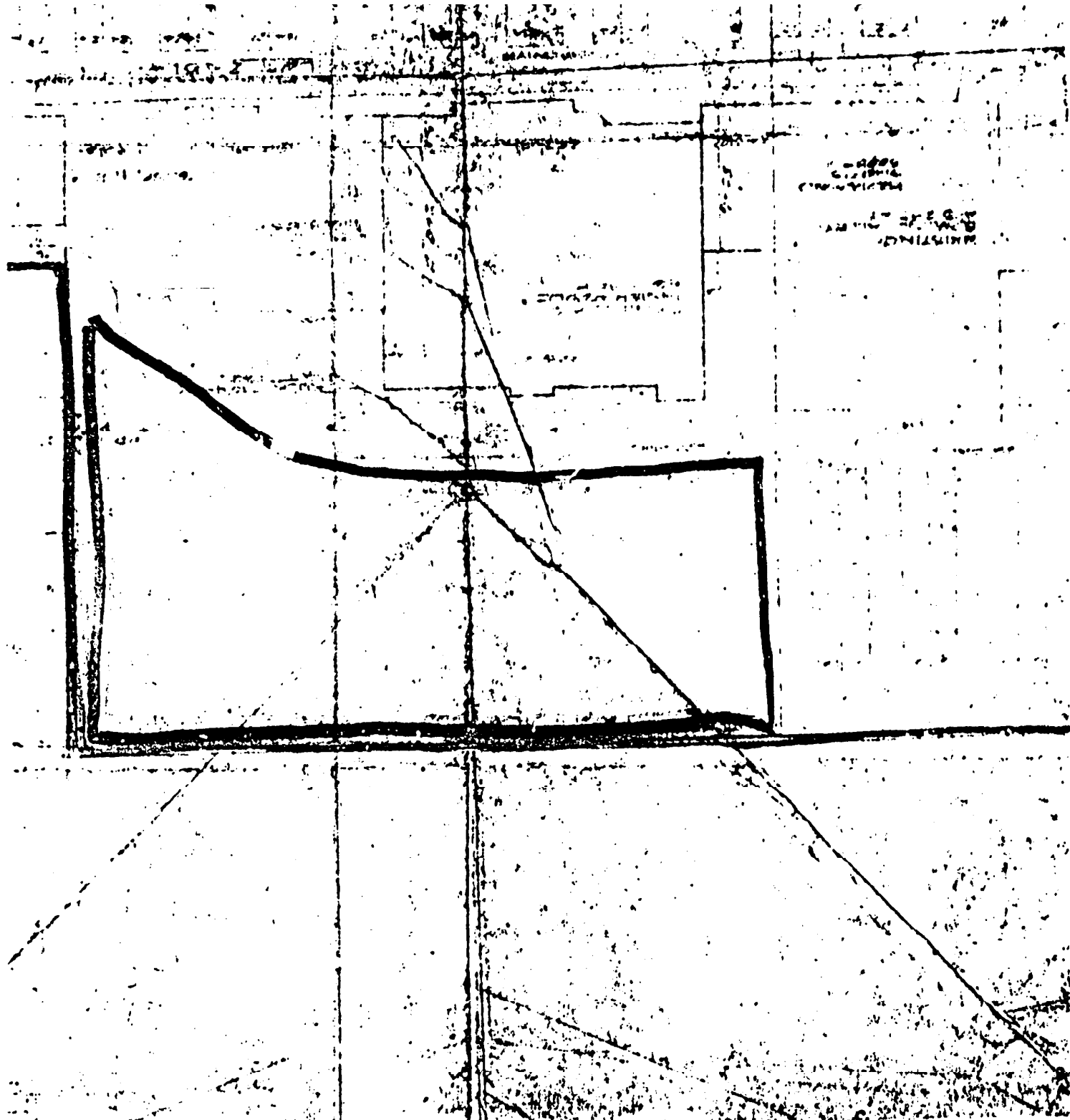


EXHIBIT "A"

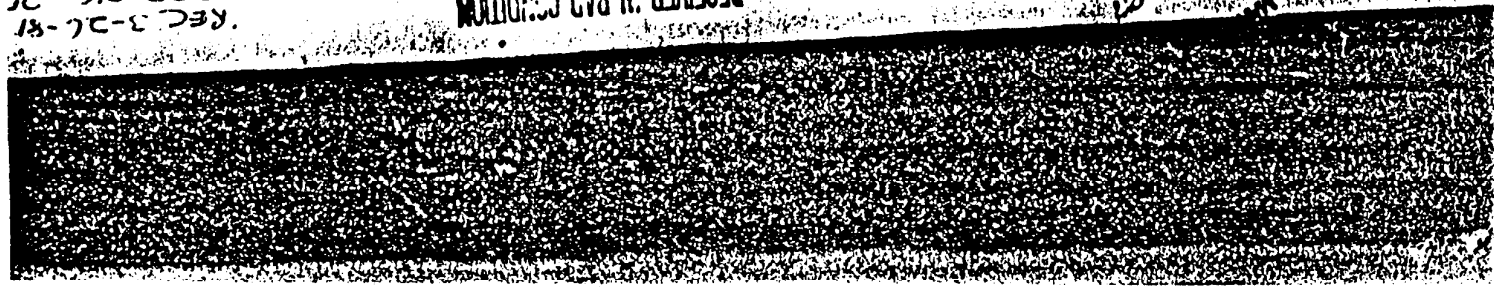
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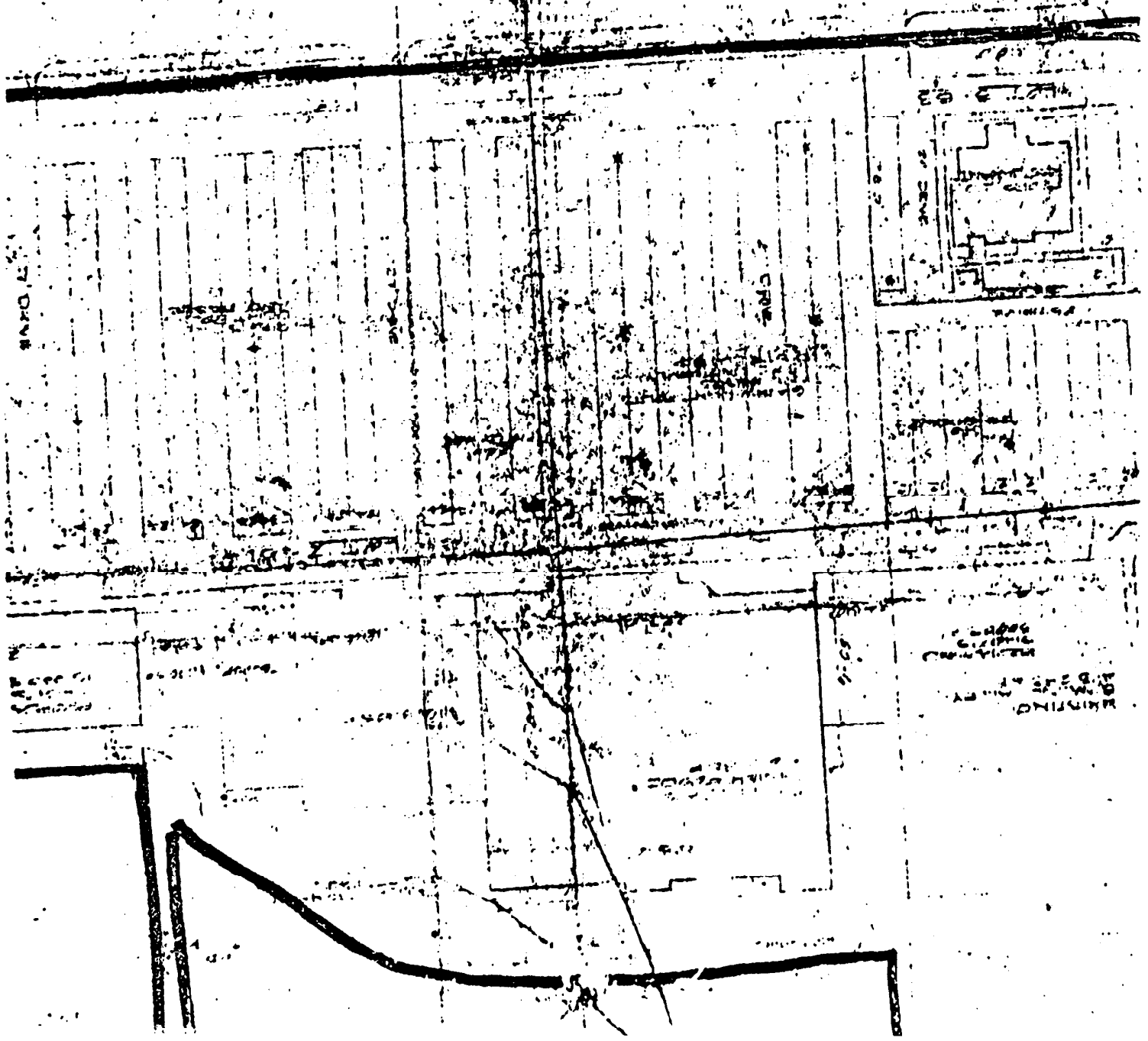
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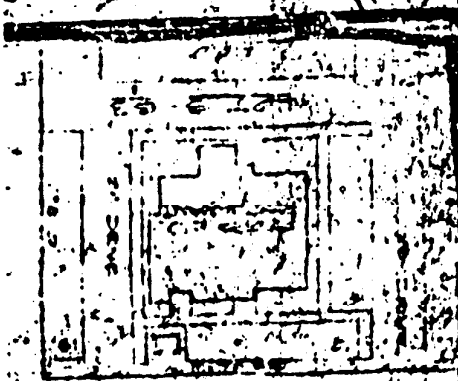
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NOTICE OF INTEREST

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